

JUDGE KARAS

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

KRISBER CASTRO and MARIO CASTRO,)

Plaintiffs,)

v.)

GREEN TREE SERVICING LLC,)

Defendant.)

No.

CLASS ACTION

COMPLAINT

Introduction

1. Plaintiffs Krisber Castro and Mario Castro are consumers who have been subjected to Defendant Green Tree Servicing LLC's violations of the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692, *et seq.* The FDCPA prohibits debt collectors from engaging in abusive, harassing, deceptive, unfair, and illegal collection practices.

2. Green Tree has attempted to intimidate, deceive and threaten the Castros into paying money by threatening to take their house away and by demanding the full accelerated amount of the Castors' mortgage without ever having accelerated their mortgage. Furthermore, Green Tree publicly humiliated, abused, harassed, and embarrassed the Castros by calling their neighbors. Green Tree compounded matters by threatening to continue to call the Castros' neighbors and relatives if they did not answer the barrage of telephone calls from Green Tree employees who were relentlessly attempting to collect a single month's mortgage arrears. In other words, for one month's mortgage arrears, Green Tree wreaked

havoc with the Castros' lives from September 18, 2009 – the date Green Tree first contacted the Castros – until the present.

Jurisdiction and Venue

3. This Court has federal question jurisdiction under 28 U.S.C. § 1331 because this action arises under the FDCPA. *See* 15 U.S.C. § 1692k(d).

4. Supplemental jurisdiction exists under 28 U.S.C. § 1367.

5. Venue is proper in this district under 28 U.S.C. § 1391b, as the acts and transactions that give rise to this action occurred, in substantial part, in this district.

6. Venue is also proper in this district because Green Tree can be found, has agents in, and transacts business in this district, and the interests of justice require maintenance of this action in this district.

Parties

7. Plaintiff Krisber Castro (Ms. Castro) is a citizen of the State of New York and resides in this district.

8. Ms. Castro is a “consumer” as defined by §1692a(3) of the FDCPA.

9. Plaintiff Mario Castro (Mr. Castro) is a citizen of the State of New York and resides in this district.

10. The alleged debt that Green Tree sought to collect from the Castros is a consumer debt, as defined by § 1692a(5) of the FDCPA.

11. The alleged debt that Green Tree sought to collect from the Castros was originally incurred for personal, family or household purposes.

12. The alleged debt that Green Tree sought to collect from the Castros was a mortgage debt on the Castros' family home located in this District.

13. Green Tree is actively engaged in the business of collecting debts allegedly owed by consumers through correspondence, telephone calls, and litigation.

14. Green Tree is a "debt collector," as that term is defined by § 1692a(6) of the FDCPA, in that it is regularly engaged in the collection of debts allegedly due to others, and the alleged debt was in default before Green Tree obtained the right to attempt to collect the alleged debt.

15. Green Tree is a Delaware Limited Liability Company authorized to do business in the State of New York.

16. Green Tree's principal place of business at 345 St. Paul Street, St Paul, MN 55102.

Facts

The Castros fall behind on their home mortgage

17. The Castros have a mortgage on their home in New City, New York.

18. Like many Americans, they have been facing financial difficulties.

19. Although they fell behind on their mortgage, they Plaintiffs took steps to catch up; by any reasonable measure, they succeeded.

20. For approximately two years, Plaintiffs have only been about one month behind on their payments.

21. Plaintiffs did not fall further behind, because they made and continue

to make their monthly payments on time.

22. Plaintiffs loan servicers gave Plaintiffs warning letters that they were in default on their mortgage and have threatened to take action – *see* letters attached as Exhibit A – but as long as they didn’t fall further behind, nothing happened.

23. In or around August 2009, the Castros’ loan servicer warned that the “**account remains seriously delinquent**” and unless the total amount of \$710.14 was paid, BAC [the servicer] would “proceed with collection account” *See* letter attached as Exhibit B.

Green Tree attempts to collect the debt

24. In or about September 1, 2009, Green Tree undertook to collect the alleged defaulted mortgage debt from the Castros.

25. Sometime after September 18, 2009, Ms. Castro received a letter from Green Tree, dated September 18, 2009, a copy of which is attached as Exhibit C.

26. Green Tree purported to be collecting the mortgage on behalf of “Citizens Bank of Pennsylvania”.

27. In the letter dated September 18, 2009, Green Tree claimed that on September 1, 2009, it had taken over servicing the Castros’ mortgage and advised the Castros that:

**AS OF THE DATED OF THIS LETTER, YOU OWE \$81,263.47.
BECAUSE OF INTEREST, LATE CHARGES, AND OTHER
CHARGES THAT MAY VARY FROM DAY TO DAY, THE AMOUNT
DUE ON THE DAY YOU PAY MAY BE GREATER, HENCE, IF YOU
PAY THE AMOUNT SHOWN ABOVE, AN ADJUSTMENT MAY BE
NECESSARY AFTER WE RECEIVE YOUR CHECK, IN WHICH**

EVENT WE WILL INFORM YOU BEFORE DEPOSITING THE CHECK FOR COLLECTION. FOR FURTHER INFORMATION, CONTACT CUSTOMER SERVICE AT THE ADDRESS OR TOLL-FREE NUMBER LISTED ABOVE.

A copy of the letter is attached as Exhibit C.

28. Three days later, on September 21, 2009, Green Tree sent Ms. Castro a letter offering automatic payment services and advising that she would soon begin receiving her monthly mortgage statements from Green Tree. *See* Exhibit D.

29. In other words, on September 18, 2009, Green Tree sent a letter demanding that the Castros pay \$81,263.47, the full amount of their mortgage, but three days later, Green Tree advised that the Castros should continue making their monthly payments, only now they should be made to Green Tree instead of to BAC.

30. At no time before demanding the \$81,263.47 demanded in the letter dated September 18, 2009, did Green Tree accelerate the mortgage.

31. In other words, at the time Green Tree sent the letter demanding the full \$81,263.47 mortgage, the Castros only owed a month or two of mortgage payments amounting to roughly \$1,000.

32. This was confirmed by Green Tree when it sent a bill to the Castros, dated September 26, 2009, in which Green Tree demanded only \$1,704.02, and advised that "Past Due Payment[s]" totaled only \$1,021.20. *See* Exhibit E.

33. Accompanying the bill dated September 26, 2009, was a three-page form in which Green Tree advised that it would be sharing information about the Castros' "personal information" about the Castros and their mortgage debt with various third parties, many of whom are not authorized to learn about the Castros'

debt or personal information from a debt collector like Green Tree. *See* 15 U.S.C. §§ 1692b and 1692c.

34. On or about October 28, 2009, Green Tree decided to increase its pressure on the Castros by sending a letter entitled “90 Day Notice” that warns the Castros that “YOU COULD LOSE YOUR HOME. PLEASE READ THE FOLLOWING NOTICE CAREFULLY.” *See Exhibit F.*

35. The 90 Day Notice goes on to advise that “As of 10/28/2009, your home is 73 days in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home. You can cure this default by making the payment of \$1,704.02 dollars by 01/29/2010.”

36. In the Notice, Green Tree further advised that “While we cannot assure that a mutually agreeable resolution is possible, we encourage you to take immediate steps to try to achieve a resolution.

37. In the Notice, Green Tree also threatens that “If this matter is not resolved by 01/29/2010, we may commence legal action against you (or sooner if you cease to live in the dwelling as your primary residence.”

38. To date, Green Tree has not commenced legal action against the Castros.

39. Upon information and belief, under the Fannie Mae mortgage agreement used in most residential home mortgages in New York, Green Tree would have had to send a thirty-day notice of default before it could accelerate the mortgage and proceed with foreclosure.

40. Upon information and belief, on October 28, 2010, Defendants had no intention of commencing legal action against the Castros if they failed to pay \$1,704.02 by January 29, 2010.

41. Upon information and belief, the so-called 90 Day Notice was meant to mimic the Notice of Default required under the mortgage in order to scare the Castros into making immediate payment on all arrears.

42. Throughout this period, the Castros continued making monthly mortgage payments.

The calls from Kevin Smith to the Castros' neighbors begin

43. Soon after the Castros received the letter dated September 18, 2009, introducing them to Green Tree and advising that they owed a balance of \$81,263.47, even though the debt had never been accelerated, they began receiving calls from a collector employed by Green Tree who went by the name of "Kevin Smith."

44. Even though Castros were only about one month behind in their payments, Mr. Smith began a concerted effort to terrorize and intimidate them into making payments in addition to their monthly payment.

45. He would frequently call the Castros 10-15 times a day on their home phone and on Ms. Castro's cell phone to demand payment.

46. Because the calls continued each month at 10 or more times a day, the Castros simply stopped answering them, but continued making their monthly payments.

47. Because of financial difficulties, they continued to remain about a month behind.

48. When the Castros refused to answer or return his calls, Mr. Smith changed his tactics.

49. In or about the Spring of 2010, Mr. Smith started calling the Castros' neighbors to have them tell the Castros to return his calls.

50. When neighbors relayed these messages, the Castros were humiliated, embarrassed, and distressed that their privacy had been invaded in this manner.

51. When the Castros complained, Mr. Smith called back and left repeated messages in which he threatened to continue calling the Castros neighbors and relatives unless the Castros returned his calls.

52. These threatening messages shocked, humiliated, and distressed the Castros.

53. In the numerous messages that Mr. Smith and his coworkers left, they failed to state that they were calling in connection with the collection of a debt

54. At some point in 2010, Green Tree also began leaving multiple telephone messages using an automated machine.

55. In these automated messages, Green Tree failed to identify the name of the company from whom the call was coming or that the call was in connection with the collection of a debt.

COUNT I
Violations of the Fair Debt Collection Practices Act

56. Plaintiff restates, realleges, and incorporates herein by reference the

foregoing paragraphs as if set forth fully in this Count.

Violations in the Initial Green Tree Letter dated September 18, 2009 (Exhibit C)

57. Section 1692g of the Fair Debt Collection Practices Act either requires that a debt collector include a validation notice with, or send it within five (5) days of, the initial communication from the debt collector to the consumer. This notice is intended to advise the consumer as to the amount of the alleged debt, the creditor to whom it is allegedly owed, and certain federal rights in connection with a procedure under which a consumer may dispute a debt, request verification of a debt, or obtain certain information about the creditor within 30 days of an initial communication from a debt collector.

58. Under federal law, this validation notice must be effectively communicated, and may not be overshadowed, confounded or diluted as seen from the perspective of the least sophisticated consumer.

59. Green Tree's letter dated September 18, 2009, attached as Exhibit C, fails to set forth the amount of the debt as required by FDCPA § 1692g(a)(1).

60. Instead of setting forth the amount of the debt, which at the time the was no more than \$1,000, Green Tree demanded the full accelerated balance of \$81,263.47, even though it had not accelerated the debt and soon began sending the Castros monthly billing statements.

61. By sending the letter dated September 18, 2010, and misrepresenting the status of the debt as accelerated, Green Tree has also falsely represented the character, amount and legal status of debt in violation of FDCPA § e, e(2)(a) and

e(10).

62. By sending the letter dated September 18, 2010, and misrepresenting the status of the debt as accelerated, Green Tree has also engaged in unfair and unconscionable means to collect or attempt to collect the debt in violation of FDCPA § f and f(1).

63. By sending the letter dated September 18, 2010, and misrepresenting the status of the debt as accelerated, Green Tree has also engaged in harassing, oppressive, and abusive behavior.

Violations in Green Tree's Letter dated September 26, 2009 (Exhibit E)

64. By threatening in its privacy notice to reveal personal information and communicate with individuals and entities other than the Castros about their debt, Green Tree threatened to engage in third-party communications prohibited under FDCPA §§ 1692c.

65. By threatening to take action that cannot legally be taken, Green Tree violated FDCPA § 1692e, e(5), and e(10).

Violations in Green Tree's 90 Day Notice dated October 28, 2009 (Exhibit F)

66. By sending the 90 Day Notice, Green Tree violated FDCPA § e, e(5), and e(10) by threatening to take an action that it could not legally and take and did not intend to take.

67. That is, Green Tree sent the 90 Day Notice as a pretend notice of default to make it look like Green Tree was accelerating the loan when, in actuality, Green Tree had not accelerated the loan, and had no intention of accelerating the

loan or taking legal action.

68. The 90 Day Notice also violated FDCPA § 1692e, e(2)(A), and e(10)'s prohibition on misrepresenting the character, amount, or legal status of any debt.

69. By sending the 90 Day Notice, Green Tree also engaged in harassing and abusive conduct in violation of FDCPA § 1692d and its subsections.

Green Tree's repeated telephone calls, communications with neighbors, threats to engage in communications with neighbors and relatives, failure to advise on its messages that it was calling in connection with the collection of a debt

70. By calling 10-15 times a day on home and cell phones, Green Tree violated FDCPA § 1692d and its subsections, by engaging in conduct the natural consequence of which is to harass, oppress, or abuse the Castros.

71. By calling neighbors to deliver messages as a means of publicly humiliating and embarrassing the Castros, Green Tree violated FDCPA §§ 1692b and 1692c and their subsections by engaging in prohibited third-party communications, violated FDCPA § 1692d and its subsections by engaging in harassing and abusive acts, violated FDCPA § 1692e, e(5), and e(10) by taking actions that cannot legally be taken, and violated FDCPA § 1692f and its subsections by engaging in unfair and unconscionable practices.

72. By threatening to call neighbors and relatives as a means of publicly humiliating and embarrassing the Castros, Green Tree violated FDCPA § 1692d and its subsections by engaging in harassing and abusive acts, violated FDCPA § 1692e, e(5), and e(10) by threatening to take actions that cannot legally be taken,

and violated FDCPA § 1692f and its subsections by engaging in unfair and unconscionable practices.

73. By leaving messages on the Castros' answering machine without stating that the call was from a debt collector, Green Tree repeatedly violated FDCPA § 1692e(11).

74. In sum, through all of the actions described in this complaint, Green Tree has engaged in a pattern and practice of abusive, harassing, unfair, unconscionable, and false and deceptive behavior with regard to the Castros.

75. As a result of Green Tree's acts, the Castros suffered personal humiliation, embarrassment, and emotional distress.

WHEREFORE, Krisber and Mario Castro respectfully request that this Court grant the following relief in their favor against Green Tree Servicing, LLC:

- (A) Statutory damages provided by Section 1692k of the FDCPA;
- (B) Actual damages provided by Section 1692k of the FDCPA;
- (B) Attorney's fees, litigation expenses, and costs;
- (C) A declaration from the Court that the form letters used by Green Tree and Green Tree's actions here violate the FDCPA; and
- (D) Any other relief this Court deems appropriate under the circumstances.

Demand for Jury Trial

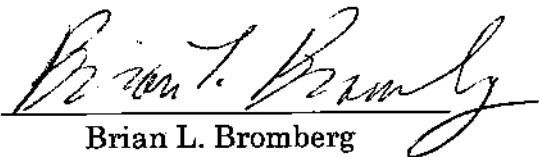
Please take notice that Plaintiff demands trial by jury in this action.

Dated: September 17, 2010
New York, New York

Respectfully Submitted,

Krisber Castro and Mario Castro

BROMBERG LAW OFFICE, P.C.

By: 
Brian L. Bromberg

Brian L. Bromberg
Bromberg Law Office, P.C.
40 Exchange Place, Suite 2010
New York, New York 10005
Tel: (212) 248-7906
Fax: (212) 248-7908

Exhibit A

1 of 2

Bank of America**Home Loans**Customer Service
PO Box 5170
Simi Valley, CA 93062-8170

Statement date 06/03/2009

Account Number [REDACTED]

Property address
4 Hillside Drive0034632 01 MB 0.382 **AUTO T2 0 3054 10956-2406
MSR XW AG 0101-0-2-000000 IN 1 P14008

KRISBER CASTRO

4 Hillside Dr

New City NY 10956-2406

**IMPORTANT NOTICE**

Our records indicate that your loan is in default.

If you recently sent us the total amount due, please disregard this notice. However, if you have not yet mailed the total due, please send it with the attached coupon immediately. Please note that additional amounts may become past due. Until your account is fully current, BAC Home Loans Servicing, LP will proceed with all actions to collect our debt and to protect our interest in your property, and you will be responsible for all costs incurred in this process to the full extent permitted by law.

Please contact your loan counselor to obtain the exact amount due to bring your account fully current. If you cannot return the total amount due at this time, or if you recently sent less than the total amount due, *it is very important that you contact our office as soon as possible*. If we do not hear from you, we may return payments that are less than what you owe.

If you have any questions or need additional information, please contact our office at 1.800.641.5302.

Sincerely,

LOAN SERVICING
Loan Counselor

**HOME LOAN
SUMMARY****Home loan overview as of 06/03/2009**

Principal balance	\$80,000.90
Late Charge if payment received after 07/31/2009	\$13.66
Date	Payments received
05/29/2009	\$710.14

Amount due on 07/16/2009 as of 06/03/2009

Home loan payment due 07/16/2009	\$696.48
Past due payment amount	682.82
Partial payment balance	310.08
(see next page for account details)	

6/30 CFM# 200906301450006531P
9+700

Calls may be monitored or recorded to ensure quality service. We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

PAYMENT INSTRUCTIONS**1. Please**

- don't send cash
- don't staple the check to the payment coupon
- don't include correspondence
- include coupon with payment

2. Write the account number on the check or money order.**3. Make the check payable to
BAC Home Loans Servicing, LP
Attn: Remittance Processing
PO Box 660694
Dallas, TX 75266-0694**Account number [REDACTED]
Krisber Castro
4 Hillside Drive
New City, NY 10956

(5)

Payment due July 16, 2009
After July 31, 2009 late payment*\$696.48 *
* \$710.14

*Payment amount includes late charges. See Home Loan Statement for breakdown.

SEE OTHER SIDE FOR IMPORTANT INFORMATION

306A

BAC Home Loans Servicing, LP
PO Box 660694
Dallas, TX 75266-0694Additional
PrincipalAdditional
Escrow

Check total

061149801500000069648000071014

⑆586990058⑆061149801⑆

HOME LOAN DETAILS	Monthly payment breakdown as of 06/03/2009		Loan type and term	
	Principal and/or interest payment	\$682.82	Loan type	30 Yr Conventional 2nd
	Outstanding late charges	13.66	Contractual remaining term	25 Years, 4 Months
	Total monthly home loan payment	\$696.48	Interest rate	9.250%

Oscrow account expenses

We are responsible for the payment of the following oscrow items with the exception of the items marked with an asterisk (*).

The payment of the items marked with an asterisk (*) is the responsibility of the homeowner.

Description	Payee	Policy number/Tax ID	Frequency	Next due date	Amount due
* Homeowners insurance	Utica Mutual Insurance Co	3558974	Annual	02/20/2010	\$77.00

Home loan activity since your last statement

Date	Description	Principal	Interest	Late charge	Other Unapplied	Total
05/29/2009	April payment	\$65.64	617.18	13.66	13.66	710.14
	**Ending balance	\$80,000.00				

**NOTE: The ending balance is probably not the same as the amount to payoff your loan. For payoff information, you may use our 24-hour automated information system at 1.800.669.5833.

**IMPORTANT
NOTICE****CREDIT REPORTING NOTICE**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

BAC Home Loans Servicing, LP is here to help you bring your loan current. For payment arrangements, call 1.866.653.6183. As long as your loan remains delinquent, BAC Home Loans Servicing, LP will conduct inspections of your property on a periodic basis. These inspections are provided for in your loan documents. BAC Home Loans Servicing, LP will inspect your property to confirm occupancy, identify the occupants, and observe the physical condition of the property. You are responsible for paying the cost of these inspections.



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Account Number [REDACTED]
E-mail use: Providing your e-mail address(es) below will allow us to send you information on your account
Krisber Castro
E-mail address

E-mail address

How we post your payments: All acceptable payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) oscrow delinquency (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks will be processed on the date received unless a loan counselor agrees to honor the date written on the check as a condition of a repayment plan. Payments phone received by 6:00 PM Pacific Time on a business day will be effective the same day. Payments by phone received after 6:00 PM Pacific Time or on a nonbusiness day/holiday will be applied to your account no later than the next business day.

For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.

1 of 2

Bank of America**Home Loans**Customer Service
PO Box 6170
Simi Valley, CA 93082-6170

Statement date 05/06/2009

Account Number [REDACTED]Property address
4 Hillside Drive**MONTHLY HOME LOAN STATEMENT**0018141 01 MB 0382 AUTO T2 0 2990 10956-2406
MSR XW AM 0101---0-2---C0000000 IN 1 P 10160KRISBER CASTRO
4 Hillside Dr
New City NY 10956-2406**IMPORTANT NOTICE**

Our records indicate that your loan is in default.

If you recently sent us the total amount due, please disregard this notice. However, if you have not yet mailed the total due, please send it with the attached coupon immediately. Please note that additional amounts may become past due. Until your account is fully current, BAC Home Loans Servicing, LP will proceed with all actions to collect our debt and to protect our interest in your property, and you will be responsible for all costs incurred in this process to the full extent permitted by law.

Please contact your loan counselor to obtain the exact amount due to bring your account fully current. If you cannot return the total amount due at this time, or if you recently sent less than the total amount due, *it is very important that you contact our office as soon as possible*. If we do not hear from you, we may return payments that are less than what you owe.

If you have any questions or need additional information, please contact our office at 1-800-841-5302.

Sincerely,

LOAN SERVICING
Loan Counselor

HOME LOAN SUMMARY**Home loan overview as of 05/06/2009**

Principal balance	\$80,066.54
Late Charge if payment received after 07/01/2009	\$13.66
Date	Payments received
04/10/2009	\$714.00
04/30/2009	709.00

Amount due on 06/16/2009 as of 05/06/2009

Home loan payment due 06/16/2009	\$696.48
Past due payment amount	682.82
Partial payment balance	296.42

(see next page for account details)

Calls may be monitored or recorded to ensure quality service. We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

PAYMENT INSTRUCTIONS

- Please
 - don't send cash
 - don't staple the check to the payment coupon
 - don't include correspondence
 - include coupon with payment
- Write the account number on the check or money order.
- Make the check payable to
BAC Home Loans Servicing, LP
Attn: Remittance Processing
PO Box 660694
Dallas, TX 75266-0694

Account number [REDACTED] (5)
Krisber Castro
4 Hillside Drive
New City, NY 10956

SEE OTHER SIDE FOR IMPORTANT INFORMATION



BAC Home Loans Servicing, LP
PO Box 660694
Dallas, TX 75266-0694

Payment due June 16, 2009
After July 1, 2009 late payment

***\$696.48 ***
***\$710.14 ***

*Payment amount includes late charges. See Home Loan Details for breakdown.

Additional
PrincipalAdditional
Escrow

Check total

061149801500000069648000071014

586990058:06 14980 11

2 of 2

HOME LOAN DETAILS	Monthly payment breakdown as of 05/06/2009		Loan type and term	
	Principal and/or interest payment	\$682.82	Loan type	30 Yr Conventional 2nd
	Outstanding late charges	13.66	Contractual remaining term	25 Years, 5 Months
	Total monthly home loan payment	\$696.48	Interest rate	9.250%

Escrow account expenses

We are responsible for the payment of the following escrow items with the exception of the items marked with an asterisk (*).

The payment of the items marked with an asterisk (*) is the responsibility of the homeowner.

Description	Payee	Policy number/Tax ID	Frequency	Next due date	Amount due
* Homeowners insurance	Utica Mutual Insurance Co	3558974	Annual	02/20/2010	677.00

Home loan activity since your last statement

Date	Description	Principal	Interest	Late charge	Other Unapplied	Total
04/10/2009	February payment	\$64.64	616.16	13.66	17.52	711.00
04/30/2009	March payment	65.14	617.60	13.66	12.52	708.00
**Ending balance		\$80,066.54				

**NOTE: The ending balance is probably not the same as the amount to payoff your loan. For payoff information, you may use our 24-hour automated information system at 1-800-665-5833.

**IMPORTANT
NOTICE****CREDIT REPORTING NOTICE**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

BAC Home Loans Servicing, LP is here to help you bring your loan current. For payment arrangements, call 1-866-653-6183. As long as your loan remains delinquent, BAC Home Loans Servicing, LP will conduct inspections of your property on a periodic basis. These inspections are provided for in your loan documents. BAC Home Loans Servicing, LP will inspect your property to confirm occupancy, identify the occupants, and observe the physical condition of the property. You are responsible for paying the cost of these inspections.



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Account Number: [REDACTED]
E-mail use: Providing your e-mail address(es) below will allow us to send you information on your account
Krisber Castro
E-mail address

How we post your payments: All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise agreed, prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan.
Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks will be processed on the date received unless a loan counselor agrees to honor the date written on the check as a condition of a repayment plan. Payments by phone received by 6:00 PM Pacific Time on a business day will be effective the same day. Payments by phone received after 6:00 PM Pacific Time or on a nonbusiness day/holiday will be applied to your account no later than the next business day.

For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.

E-mail address

1 of 2

**Countrywide**
HOME LOANSCustomer Service
P.O. Box 5170
Sunny Valley, CA 95062-5170

Statement date 04/01/2009

Account Number [REDACTED]

Property address
4 Hillside Drive**MONTHLY HOME LOAN STATEMENT**0081386 01 MB 0.363 AUTO T1 0 2850 10956-2406
MSR XW AG 0101-0-2-0000050 IN 4 P81467KRISBER CASTRO
4 Hillside Dr
New City NY 10956-2406

⇒ Financial statement
be for and
income \$ after tax
expense →
debts - cc
car
loan

IMPORTANT NOTICE

Our records indicate that your loan is in default.

If you recently sent us the total amount due, please disregard this notice. However, if you have not yet mailed the total due, please send it with the attached coupon immediately. Please note that additional amounts may become past due. Until your account is fully current, Countrywide will proceed with all actions to collect our debt and to protect our interest in your property, and you will be responsible for all costs incurred in this process to the full extent permitted by law.

Please contact your loan counselor to obtain the exact amount due to bring your account fully current. If you cannot return the total amount due at this time, or if you recently sent less than the total amount due, **it is very important that you contact our office as soon as possible.** If we do not hear from you, we may return payments that are less than what you owe.

If you have any questions or need additional information, please contact our office at 1-800-541-5302.

Sincerely,

LOAN SERVICING
Loan Counselor**HOME LOAN
SUMMARY****Home loan overview as of 04/01/2009**

Principal balance \$80,196.32
Late Charge if payment received after 06/01/2009 \$13.66

Amount due on 05/16/2009 as of 04/01/2009

Home loan payment due 05/16/2009 \$710.14
Past due payment amount 1,365.64
Partial payment balance 266.38
(see next page for account details)

5/29/09

Cfm # 71014 + 9

→ 20090529165519167P

Calls may be monitored or recorded to ensure quality service.

We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

HOW TO MAKE A PAYMENT**1. Please**

- don't send cash
- don't staple the check to the payment coupon
- don't include correspondence
- include coupon with payment

2. Write the account number on the check or money order.

3. Make the check payable to
Countrywide Home Loans
Attn: Remittance Processing
PO BOX 660694
DALLAS TX 75266-0694

Account number [REDACTED]
Krisber Castro
4 Hillside Drive
New City, NY 10956

(5)

Payment due **May 16, 2009**
After **June 1, 2009** late payment

*\$710.14
* \$723.80

*Payment amount includes late charges. May 16th is due. Details for late charges.

SEE OTHER SIDE FOR IMPORTANT INFORMATION

700

**Countrywide**PO BOX 660694
DALLAS TX 75266-0694Additional
PrincipalAdditional
Escrow

Other

Check total

061149801500000071014000072380

HOME LOAN DETAILS	Monthly payment breakdown as of 04/01/2009		Loan type and term	
	Principal and/or interest payment	\$582.82	Loan type	30 Yr Conventional 2nd
	Outstanding late charges	\$27.32	Contractual remaining term	25 Years, 7 Months
	Total monthly home loan payment	\$710.14	Interest rate	9.250%

Escrow account expenses

We are responsible for the payment of the following escrow items with the exception of the items marked with an asterisk (*).

The payment of the items marked with an asterisk (*) is the responsibility of the homeowner.

Description	Payee	Policy number/Tax ID	Frequency	Next due date	Amount due
* Homeowners insurance	Utica Mutual Insurance Co	3558974	Annual	02/20/2010	\$77.00

Home loan activity since your last statement

There was no activity on your account for the period covered in this statement.

**IMPORTANT
NOTICE****CREDIT REPORTING NOTICE**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Countrywide is here to help you bring your loan current. For payment arrangements, call 1-866-653-6183. As long as your loan remains delinquent, Countrywide will conduct inspections of your property on a periodic basis. These inspections are provided for in your loan documents. Countrywide will inspect your property to confirm occupancy, identify the occupants, and observe the physical condition of the property. You are responsible for paying the cost of these inspections.



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Account Number [REDACTED]
E-mail use: Providing your e-mail address(es) below will allow us to send you information on your account
Krisber Castro
E-mail address

E-mail address

How we post your payments: All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan.
Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks will be processed on the date received unless a loan counselor agrees to honor the date written on the check as a condition of a repayment plan. Payments by phone received by 8:00 PM Pacific Time on a business day will be effective the same day. Payments by phone received after 8:00 PM Pacific Time or on a nonbusiness day/holiday will be applied to your account no later than the next business day.

For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.

1 of 2



Customer Service
P.O. Box 5170
Simi Valley, CA 93063-5170

Statement date 03/04/2009

Account Number [REDACTED]

Property address
4 Hillside Drive

MONTHLY HOME LOAN STATEMENT

0032910 01 MB 0369 **AUTO TR 02754 10956-2406
MSR XW AG 0101-0-2-00000401N 4 P25942



KRISBER CASTRO
4 Hillside Dr
New City NY 10956-2406



IMPORTANT NOTICE

Past Due Notice

Our records show that we have not received your home loan payment that was due on 02/15/2009. If you have not yet mailed your home loan payment, please send it with the attached coupon today. If you have mailed your payment, please disregard this notice.

Avoid mail delays. We have two convenient methods of making your mortgage payments electronically: MortgagePay on the Web and MortgagePay on the Phone.

MortgagePay on the Web allows YOU to make your monthly mortgage or Home Equity Line of Credit (HELOC) loan payment online each month. This service is free before or during the first third of your grace period. However, if allowed by applicable law, a \$3.00 service charge will apply, if your online mortgage payment is made during the second third of your grace period and a \$6.00 service charge will apply during the last third of your grace period. Check out our demo, at <http://customers.countrywide.com>, to see just how easy it is.

MortgagePay on the Phone allows YOU to make your monthly loan payment over the phone. There is a service fee for payments made using MortgagePay on the Phone, if allowed by state law. To make a payment over the phone, you may call our automated system at 1-800-641-5302 and select the "make a payment by phone" option, or you may speak to a Loan Counselor for further assistance. Payments must be scheduled on business days by 6:00 PM PST, Monday-Friday, or Saturday by 1:00 PM PST in order to post the same day. All other scheduled payments will post on the following business day.

Counseling Programs

The other purpose of this home loan statement is to inform you of the availability of homeownership counseling programs. These programs are offered by nonprofit organizations that are approved by the U.S. Department of HUD. These nonprofit homeownership counseling programs may be able to assist you with your delinquent loan. Countrywide Home Loan Servicing, LP also offers a variety of loss mitigation programs that may assist in bringing your loan back to a current status. To obtain a list of HUD-approved nonprofit organizations serving your area, call 1-800-569-4267 or 1-800-877-0339 (TDD for hearing impaired). To speak to a Countrywide representative about what Loss Mitigations programs may be available on your loan, call us at 1-800-222-9944 (FHA/VA) or 1-800-262-4218 (Conv.) For eligible applicants, completion of a counseling program is required for insurance pursuant to section 203 of the National Housing Act (12 U.S.C. 1709).

If you have any questions about your account or are unable to send your payment immediately, please call us at 1-800-641-5302.

Thank you in advance for your immediate attention to this matter.

LOAN SERVICING
Loan Counselor

HOME LOAN SUMMARY

Home loan overview as of 03/04/2009

Principal balance \$80,196.32
Late Charge if payment received after 05/01/2009 \$13.66
Date 02/27/2009 Payments received \$700.00

Amount due on 04/16/2009 as of 03/04/2009

Home loan payment due 04/16/2009 \$696.48
Past due payment amount 682.82
Partial payment balance 266.38
(see next page for account details)

Calls may be monitored or recorded to ensure quality service.

We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

HOW TO MAKE A PAYMENT

1. Please

- don't send cash
- don't staple the check to the payment coupon
- don't include correspondence
- include coupon with payment

2. Write the account number on the check or money order.

3. Make the check payable to
Countrywide Home Loans
Attn: Remittance Processing
PO BOX 660694
DALLAS TX 75266-0694

Account number
Krisber Castro
4 Hillside Drive
New City, NY 10956

(5)

Payment due April 16, 2009

*\$696.48 *

After May 1, 2009 late payment

*\$710.14

*Payment amount includes late charges. See Home Loan Details for breakdown.

SEE OTHER SIDE FOR IMPORTANT INFORMATION

2754



Countrywide

PO BOX 660694
DALLAS TX 75266-0694

Additional
Principal

Additional
Escrow

Other

Check total

061149801500000069648000071014

HOME LOAN DETAILS	Monthly payment breakdown as of 03/04/2009		Loan type and term	
	Principal and/or interest payment	\$682.82	Loan type	30 Yr Conventional 2nd
	Outstanding late charges	\$13.66	Contractual remaining term	25 Years, 7 Months
	Total monthly home loan payment	\$696.48	Interest rate	9.250%

Escrow account expenses

We are responsible for the payment of the following escrow items with the exception of the items marked with an asterisk (*).

The payment of the items marked with an asterisk (*) is the responsibility of the homeowner.

Description	Payee	Policy number/Tax ID	Frequency	Next due date	Amount due
* Homeowners insurance	Utica Mutual Insurance Co	3558974	Annual	02/20/2010	\$77.00

Home loan activity since your last statement

Date	Description	Principal	Interest	Late charge	Other Unapplied	Total
02/27/2009	January payment	\$64.15	\$18.67	13.66	3.52	760.00
	**Ending balance	\$80,196.32				

**NOTE: The ending balance is probably not the same as the amount to payoff your loan. For payoff information, you may use our 24-hour automated information system at 1-800-888-5833.

**IMPORTANT
NOTICE****CREDIT REPORTING NOTICE**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Countrywide is here to help you bring your loan current. For payment arrangements, call 1-866-653-6183. As long as your loan remains delinquent, Countrywide will conduct inspections of your property on a periodic basis. These inspections are provided for in your loan documents. Countrywide will inspect your property to confirm occupancy, identify the occupants, and observe the physical condition of the property. You are responsible for paying the cost of these inspections.



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Account Number [REDACTED]
E-mail use: Providing your e-mail address(es) below will allow us to send you information on your account
Krisber Castro
E-mail address

E-mail address

How we post your payments: All accepted payments of principal and interest will be applied to the largest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow delinquencies (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks will be processed on the date received unless a loan counselor agrees to honor the date written on the check as a condition of a repayment plan. Payments by phone received by 5:00 PM Pacific Time on a business day will be effective the same day. Payments by phone received after 5:00 PM Pacific Time or on a nonbusiness day/holiday will be applied to your account no later than the next business day.

For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 1/12 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.

1 of 2

**Countrywide**
HOME LOANSCustomer Service
P.O. Box 5170
Simi Valley, CA 92682-5170

Statement date 02/04/2009

Account Number [REDACTED]

Property address
4 Hillside Drive**MONTHLY HOME LOAN STATEMENT**0000673 01AT0.246 --AUTO 14 2 2054 10956-2406
MSR XW AD 6101-0-2- C0000050 IN 4 P00673KRISBER CASTRO
4 Hillside Dr
New City NY 10956-2406**IMPORTANT NOTICE**

Our records indicate that your loan is in default.

If you recently sent us the total amount due, please disregard this notice. However, if you have not yet mailed the total due, please send it with the attached coupon immediately. Please note that additional amounts may become past due. Until your account is fully current, Countrywide will proceed with all actions to collect our debt and to protect our interest in your property, and you will be responsible for all costs incurred in this process to the full extent permitted by law.

Please contact your loan counselor to obtain the exact amount due to bring your account fully current. If you cannot return the total amount due at this time, or if you recently sent less than the total amount due, *it is very important that you contact our office as soon as possible*. If we do not hear from you, we may return payments that are less than what you owe.

If you have any questions or need additional information, please contact our office at 1-800-641-5302.

Sincerely,

LOAN SERVICING
Loan Counselor

**HOME LOAN
SUMMARY****Home loan overview as of 02/04/2009**Principal balance \$80,260.47
Late Charge if payment received after 03/31/2009 \$13.66**Amount due on 03/16/2009 as of 02/04/2009**Home loan payment due 03/16/2009 \$696.48
Past due payment amount 682.82
Partial payment balance 262.86
(see next page for account details)

Feb 28 payment \$ 709

ctm 20090228094426553P

Calls may be monitored or recorded to ensure quality service.

We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

HOW TO MAKE A PAYMENT

1. Please
 - don't send cash
 - don't staple the check to the payment coupon
 - don't include correspondence
2. Write the account number on the check or money order,
3. Make the check payable to
Countrywide Home Loans
Attn: Remittance Processing
PO BOX 660694
DALLAS TX 75266-0694

Account number [REDACTED]
Krisber Castro
4 Hillside Drive
New City, NY 10956

(5)

Payment due **Mar 16, 2009**
After Mar 31, 2009 late payment***\$696.48 ***
***\$710.14**

*Payment amount includes late charges. See Home Loan Details for breakdown.

SEE OTHER SIDE FOR IMPORTANT INFORMATION

2004

**Countrywide**PO BOX 660694
DALLAS TX 75266-0694Additional
PrincipalAdditional
Escrow

Other

Check total

061149801500000069648000071014

2 of 2

HOME LOAN DETAILS	Monthly payment breakdown as of 02/04/2009		Loan type and term	
	Principal and/or interest payment	\$682.82	Loan type	30 Yr Conventional 2nd
	Outstanding late charges	\$13.66	Contractual remaining term	25 Years, 8 Months
	Total monthly home loan payment	\$696.48	Interest rate	9.250%

Escrow account expenses

We are responsible for the payment of the following escrow items with the exception of the items marked with an asterisk (*).
The payment of the items marked with an asterisk (*) is the responsibility of the homeowner.

Description	Payee	Policy number/Tax ID	Frequency	Next due date	Amount due
* Homeowners insurance	Utica Mutual Insurance Co	3558974	Annual	02/20/2009	\$77.00

Home loan activity since your last statement

There was no activity on your account for the period covered in this statement.

**IMPORTANT
NOTICE****CREDIT REPORTING NOTICE**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Countrywide is here to help you bring your loan current. For payment arrangements, call 1-866-653-6183. As long as your loan remains delinquent, Countrywide will conduct inspections of your property on a periodic basis. These inspections are provided for in your loan documents. Countrywide will inspect your property to confirm occupancy, identify the occupants, and observe the physical condition of the property. You are responsible for paying the cost of these inspections.



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Account Number [REDACTED]
E-mail user: Providing your e-mail address(es) below will allow us to send you information on your account
Krisber Castro
E-mail address

E-mail address

(How we post your payment: All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiency (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan.
Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks will be processed on the date received unless a loan counselor agrees to honor the date written on the check as a condition of a repayment plan. Payments received by 5:00 PM Pacific Time on a business day will be effective the same day. Payments by phone received after 5:00 PM Pacific Time or on a nonbusiness day/holiday will be applied to your account no later than the next business day.

For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.

Exhibit B

1 of 2

Bank of America**Home Loans**Customer Service
PO Box 5170
Simi Valley, CA 93065-5170

Statement date 08/05/2009

Account Number [REDACTED]Property address
& Hillside Drive0032380 01 M3 0302 **AUTO TR 0 3254 10956-2406
MSR XW AG 0101-0-2- C000060 IN 1 P324 12
KRISBER CASTRO
4 Hillside Dr
New City NY 10956-2406**IMPORTANT NOTICE**

BAC Home Loans Servicing, LP services your home loan on behalf of the holder of your note (Noteholder). This is to advise you that your account remains seriously delinquent.

If we do not hear from you immediately, we will have no alternative but to take appropriate action to protect the interest of the Noteholder in your property. This action may include returning payments that are less than the total amount due.

Please give this matter your most urgent attention. Please pay the total amount due immediately. BAC Home Loans Servicing, LP will proceed with collection action until your account is brought fully current, and you will be responsible for all cost incurred in this process to the full extent permitted by law.

If you are unable to bring your account current, please contact us at 1.800.641.5302.

Sincerely,

LOAN SERVICING
Loan Counselor

HOME LOAN SUMMARY**Home loan overview as of 08/05/2009**

Principal balance	\$79,834.75
Late Charge if payment received after 08/31/2009	\$13.66
Date	06/30/2009
Payments received	\$700.00

Amount due on 08/16/2009 as of 08/05/2009

Home loan payment due 08/16/2009	\$710.14
Past due payment amount	1,365.64
Partial payment balance	\$13.66

(see next page for account details)

Calls may be monitored or recorded to ensure quality service. We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

Account number [REDACTED]
Krisber Castro
4 Hillside Drive
New City, NY 10956

SEE OTHER SIDE FOR IMPORTANT INFORMATION

324



BAC Home Loans Servicing, LP
PO Box 650070
Dallas, TX 75265-0070

Payment due **Aug 16, 2009** *\$710.14 *
After **Aug 31, 2009** late payment *\$723.80

*If payment received includes late charges, see Home Loan Details for breakdown.

PAYMENT INSTRUCTIONS

- Please
 - don't send cash
 - don't staple the check to the payment coupon
 - don't include correspondence
 - include coupon with payment
- Write the account number on the check or money order.
- Make the check payable to
BAC Home Loans Servicing, LP
Attn: Remittance Processing
PO Box 650070
Dallas, TX 75265-0070

Additional
PrincipalAdditional
Escrow

Check total

061149801500000071014000072380

1558699005810611498015

HOME LOAN DETAILS	Monthly payment breakdown as of 08/05/2009		Loan type and term	
	Principal and/or interest payment	\$582.82	Loan type	30 Yr Conventional 2nd
	Outstanding late charges	27.32	Contractual remaining term	25 Years, 3 Months
	Total monthly home loan payment	\$710.14	Interest rate	9.250%

Escrow account expenses

We are responsible for the payment of the following escrow items with the exception of the items marked with an asterisk (*).

The payment of the items marked with an asterisk (*) is the responsibility of the homeowner.

Description	Payee	Policy number/Tax ID	Frequency	Next due date	Amount due
* Homeowners insurance	Unica Mutual Insurance Co	3558974	Annual	02/20/2010	677.00

Home loan activity since your last statement

Date	Description	Principal	Interest	Late charge	Other Unapplied	Total
06/30/2009	May payment	\$66.15	\$16.67	13.66	3.52	700.00
	**Ending balance	\$79,934.75				

**NOTE: The ending balance is probably not the same as the amount to payoff your loan. For payoff information, you may use our 24-hour automated information system at 1.800.560.5833.

**IMPORTANT
NOTICE****CREDIT REPORTING NOTICE**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

BAC Home Loans Servicing, LP is here to help you bring your loan current. For payment arrangements, call 1.866.553.6183. As long as your loan remains delinquent, BAC Home Loans Servicing, LP will conduct inspections of your property on a periodic basis. These inspections are provided for in your loan documents. BAC Home Loans Servicing, LP will inspect your property to confirm occupancy, identify the occupants, and observe the physical condition of the property. You are responsible for paying the cost of these inspections.



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Account Number [REDACTED]
E-mail use: Providing your e-mail address(es) below will allow us to send you information on your account
Krisber Castro
E-mail address

How we post your payment: All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction. Postdated checks will be processed on the date received unless a loan counselor agrees to honor the date written on the check as a condition of a repayment plan. Payments by phone received by 5:00 PM Pacific Time on a business day will be effective the same day. Payments by phone received after 5:00 PM Pacific Time or on a nonbusiness day/holiday will be applied to your account no later than the next business day.

For all full month payment periods, interest is calculated on a monthly basis. Annually, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.

E-mail address

Exhibit C

Tel 1-800-643-0202
GTServicing.com

September 18, 2009

TG26-00B

Exhibit D

relationships that work
green tree

PO Box 6172
Rapid City, SD 57709-6172

Tel 1-800-643-0202
GTServicing.com

+ 0255317 000000963 8967R2 0036425 0
KRISBER CASTRO
4 HILLSIDE DR
NEW CITY NY 10958-2406
|||||

September 21, 2009

RE: New Green Tree Account No.: [REDACTED]
BAC Home Loans Account No.: [REDACTED]

The servicing of your loan is being transferred from BAC Home Loans Servicing, a subsidiary of Bank of America, N.A. ("BAC Home Loans") to Green Tree Servicing LLC ("Green Tree") on September 1, 2009. We are pleased to welcome you to Green Tree. The servicing transfer does not affect your loan terms and conditions, other than those related to the servicing of your loan.

Payment Processing:

You will receive your monthly statement from Green Tree soon after the transfer date. After this date, please destroy any BAC Home Loans payment coupons and begin using the coupon attached to the bottom of the monthly statement. Please be sure to include your new Green Tree account number and send any future payments made on or after August 31, 2009 to the following address:

GREEN TREE
PO BOX 94710
PALATINE, IL 60094-4710

AUTO PAY & BILL PAYMENT SERVICES

Automatic Payments: Automatic Payments: As a result of the transfer of servicing, if you participate, your Automatic Clearing House ("ACH") payments, also known as Auto Pay, will be canceled as of the transfer date. If you wish to reestablish or set up ACH payments with Green Tree, you can either fax the ACH authorization form to 1-866-870-9919 or mail the enclosed ACH authorization form to:

Green Tree Servicing
PO Box 6172
Rapid City, SD 57709-6172

If your payments currently are made through a military allotment process or a third-party bill payment service, please inform your vendor or financial institution of the following:

- Your new Green Tree account number located at the beginning of this letter.
- Change your payee to Green Tree Servicing LLC.
- The new payment mailing address listed above.

If you currently have future dated Pay By Phone payments set up with your current servicer, these transactions will be canceled upon transfer of servicing to Green Tree. If you would like to set up future Pay by Phone payments with Green Tree, please contact our Customer Service Department at 1-800-643-0202.

Important Information for Customers Paying by Check

By sending a personal check, please be aware that you are authorizing Green Tree to use information on this account to make a one-time electronic debit to the account at the financial institution indicated on the check. This electronic debit will be for the amount on your check, no additional amount will be added to the amount. Please be aware, this bank account may be debited the same day we receive the check.

Advantages: <ul style="list-style-type: none"> • By processing the check electronically, the payment will be more efficient and environmentally friendly. • This is not an automatic payment program. The check is still needed to process the payment, so you control the timing of the payment by mailing in a check. 	What this means to you: <ul style="list-style-type: none"> • The payment will no longer appear as a cleared check on the account statement. Instead, it will appear as an electronic debit. • You will not receive your check back from your financial institution. • We will retain a copy of the check if you need it for research purposes.
<p align="center">If you have any questions or concerns, please call us toll-free at 1-800-643-0202.</p>	

PAYOFFS

Payoff checks sent via regular mail, or via United States Postal Service overnight delivery, sent on or after August 31, 2009, should be sent to the following address:

Green Tree Servicing
Dept CH 9052
Palatine, IL 60055-9052

Payoff checks sent via UPS/FedEx/Airborne Priority Mail, sent on or after August 31, 2009, should be sent to the following address:

Green Tree Servicing
Attn: Payoff 9052
5505 N. Cumberland Ave, Suite 307
Chicago, IL 60656

INSURANCE LOSS PAYEE

In addition, the mortgagee clause of your homeowner's policy, and if applicable your flood insurance, needs to be updated to reflect Green Tree Servicing LLC as loss payee. Please have your insurance agent update your policy with the information listed below. If your loan or line is in a second lien position, in addition to the mortgagee clause below, your policy should also still have a separate Mortgagee Clause for the lender in the first lien position. Proof of Insurance should be mailed to Green Tree Servicing LLC at the following address:

Green Tree Servicing LLC
It's affiliates and/or assigns
PO Box 979120
Miami FL 33197-9120

Please be sure to include your new Green Tree account number noted at the beginning of this letter on any checks.

Customer Service:

Any questions you have regarding your loan may always be directed to our Customer Service Department by calling the toll-free phone number at 1-800-643-0202, between 7:00 a.m. and 8:00 p.m. CST, Monday through Friday and between 7:00 a.m. and 1:00 p.m. CST on Saturdays. You can also access our website at GTServicing.com 24 hours a day. The website allows convenient, secure access to your basic account information, allows you to make payments on your account, obtain payoff quotes and insurance information. The website will be available to you shortly after the servicing transfer day. You may also contact us by writing to us at the following address:

Green Tree
PO Box 6172
Rapid City, SD 57709-6172

Respectfully,

Green Tree

*Green Tree Servicing LLC includes: in Alabama, Green Tree-AL LLC; in Minnesota, Green Tree Loan Company and; in Pennsylvania, Green Tree Consumer Discount Company.

IMPORTANT NOTICE: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Defaulted Account Notice: If your account was in default at the time servicing rights were transferred to Green Tree, please note that this is an attempt to collect a debt and any information obtained may be used for that purpose.

BANKRUPTCY NOTICE: IF YOU ARE IN BANKRUPTCY OR IF YOUR OBLIGATION TO REPAY THIS LOAN WAS DISCHARGED IN BANKRUPTCY, THIS INFORMATIONAL NOTICE IS SENT TO YOU IN ORDER TO COMPLY WITH STATUTORY REQUIREMENTS. IT IS NOT AN ATTEMPT TO COLLECT A DEBT. YOU MAY DISREGARD INFORMATION PERTAINING TO PAYMENT REMITTANCE. YOU ARE NOT OBLIGATED TO MAKE PAYMENTS AND ANY AMOUNT(S) YOU DO PAY GREEN TREE IS AT YOUR DISCRETION.

AUTHORIZATION FOR GREEN TREE AUTOMATIC PAYMENTS

Name:	Krisber Castro	Green Tree Account Number:	[REDACTED]
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I hereby agree to the Automatic Payment Program Terms and Conditions and authorize Green Tree Servicing LLC, its affiliates, and its assigns ("Green Tree") to initiate monthly recurring electronic debits from my checking or savings account ("Account") referenced below in such amounts as are required to pay the amount due on the above-referenced account number ("Loan") plus additional amounts each month applied as follows:

☐ Additional Principal Balance \$ _____ ☐ Additional Charges (advances, taxes, etc.) \$ _____ ☐ Lender Placed Insurance \$ _____

Electronic debits will be drafted on my Due Date*. If I change my Due Date, the Electronic debit will be drafted from my account on the new Due Date.

* See Green Tree monthly billing statement for exact due date

ACCOUNT INFORMATION			
Name of Financial Institution:		Routing Number (Must contain 9 digits)	
Address:		Account Number:	
City:	State:	Zip:	Check one: Checking <input type="checkbox"/> Savings <input type="checkbox"/>
A VOIDED CHECK MUST BE ATTACHED (no counter/starter checks or deposit slips)			

AUTOMATIC PAYMENT PROGRAM TERMS AND CONDITIONS

Authorization: This Authorization shall remain in full force and effect until Green Tree has received verbal or written notification from me of its termination in such time and manner to provide Green Tree and the Financial Institution a reasonable opportunity to act upon it. I authorize the above-referenced Financial Institution to provide Green Tree with information needed to properly process the electronic debits. If the application is received within (10) business days of your due date, the electronic debit will be activated for the following month. Green Tree will not be responsible for any duplication of payment or associated costs if a payment is mailed in conjunction with setting up the automatic payment plan.

Date of Electronic Debit: Electronic debit will be drafted on my Due Date*. If I change my Due Date, the electronic debit will be drafted from my account on the new Due Date. *See Green Tree monthly billing statement for exact due date. If the Due Date falls on a Saturday, Sunday or banking holiday, the electronic debit will be drafted on the next available banking day. I will continue to make all payments until the date the first electronic debit is made.

Change in Payment Amount: I understand that in accordance with the terms of my loan, the amount due each month may change from time to time due to, for example, any escrow, late charges, insurance, optional products I purchase, advances made by Green Tree to protect its security interest, changes in the interest rate or changes in the outstanding balance upon which the minimum payment is calculated. Unless I am in bankruptcy, Green Tree will notify me on my monthly billing statement of the new amount due at least ten (10) calendar days prior to the Due Date. Green Tree's notice on my monthly billing statement of the amount due will constitute sufficient notice of any change in the amount of the electronic debit.

Cancelling Automatic Payments: I can request that all electronic debits be cancelled by contacting Green Tree and giving Green Tree notice in accordance with its procedures. If I wish to cancel the electronic debits, I will contact Green Tree at least ten (10) calendar days before the Due Date. Green Tree may also cancel my electronic debits for any reason, including, but not limited to, non-sufficient funds payments, and my filing for bankruptcy protection. Green Tree will provide me with notice of a cancellation of the electronic debits under this authorization.

Returned Automatic Payments: If my Automatic Payment is returned for any reason, including insufficient funds, Green Tree and the Financial Institution may assess a fee, if permitted by the terms of the Loan and/or applicable law. Green Tree may, but is not required to, attempt to make the payment two (2) times before deeming the payment unpaid. If an Automatic Payment is returned on two (2) or more scheduled dates, Green Tree may cancel all future electronic debits by giving me notice. I understand that it is my obligation without notice from Green Tree to make my required payment.

Errors: I will immediately notify Green Tree of any error in connection with an electronic debit under this authorization.

Change of Account: I will notify Green Tree of any change in the above-referenced account, including a change in my designated account institution. If I fail to notify Green Tree, I will take all actions needed to correct any error caused by my failure to properly notify Green Tree and agree to hold Green Tree harmless from any liability or loss, including its reasonable attorney fees associated with the error.

Confidentiality: I acknowledge that Green Tree may have to disclose information to third parties about my Loan or this authorization as necessary for the completion or setup of the electronic debits.

Governing Law: These terms and conditions shall be governed by and interpreted in accordance with the laws of the state that govern my Loan. Any arbitration provision or waiver provision governing my Loan shall also apply to this Authorization.

Authorization and Security Procedure: If applicable, I agree that the security procedures followed by Green Tree in order to authenticate and capture my consent to these terms and conditions and this Authorization, although not in writing, are reasonable and I agree to be bound by them as if I had signed this Authorization in writing.

Signature Date _____

Date _____

Daytime Telephone Number _____

RETURN COMPLETED FORM TO: Green Tree Servicing LLC, Customer Service - ACH, P.O. Box 6172, Rapid City, SD 57709

SP0308-000

26-008 AE027H Rev 3 7/08

Exhibit E

0000170402

Important Information for Customers Paying by Check

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

If you have any questions or concerns, please call us toll free at 1-800-643-0202

Important Information

If you do not receive your statement prior to your due date, you are still obligated to make timely payments. Postal delays do not constitute a waiver of a late fee. Payments are processed more efficiently when accompanied by a coupon and mailed in the envelope provided. **Should you ever, be without a statement, please make sure your account number is written on your check or money order and mail the payment to the remittance address listed on the front of this statement.** Payments made to locations other than those supplied on the front of this statement may cause a processing delay.

Important Notice: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Please Note: To tender payment in full satisfaction of this debt, please contact Customer Service for a payoff quote and forward remittance to the Payoff Checks address below.

Need to make your payment today?

• **Pay By Phone**

Call 1-800-643-0202
Have your checkbook ready!

• **Moneygram**

For a location near you, call 1-800-666-3947. Green Tree's receiver code is 0314-Green Tree Servicing.

• **Western Union Credit Card**

For same day service from the convenience of your home, call 1-800-325-6000.

• **Western Union Quick Collect**

Payment	Pymt Options	Code City	Code State
Walk-In (Cash)	Same Day (current service)	GTsameday	MN
	Next Day	GTnextday	MN
	Second Day	GTsecondday	MN
1-800-325-6000			

- Interested in having your payment automatically debited from your bank account each month? Contact our Customer Service department for more information.

Other Important Information Regarding Your Account

- **Payments - Regular Mail** (See "Remittance Address" on the other side of this form.)

• **Correspondence**

Green Tree
PO Box 6172
Rapid City, SD 57709-6172
Fax #: 1-866-870-9919

• **Insurance Property Claims**

Green Tree Servicing LLC
Attn: Claims
PO Box 6158
Rapid City, SD 57709-6158
Phone #: 1-800-643-0202
Claims Fax #: 1-800-215-2780

• **Customer Service:**

Phone #: 1-800-643-0202
TTY/TDD (hearing impaired) #: 1-800-855-2880
Hours: Mon - Fri 7AM - 8PM CST
Saturday 7AM - 1PM CST

• **Insurance -Life & Disability, Green Tree Agency Policies**

Green Tree Insurance Agency, Inc.
Attn: Insurance Processing
1400 Turbine Drive, Suite R202
Rapid City, SD 57703-4719
Phone #: 1-800-525-0960
Fax #: 1-868-222-2108
PDI Fax #: 1-800-223-8284

• **Bankruptcy Notices and Correspondence**

NOTICE: Send notices and correspondence related to any bankruptcy filing by you to:
Green Tree Bankruptcy Department
PO Box 6154
Rapid City, SD 57709

Payoff Checks

• **Regular and USPS overnight mail**

Green Tree
Attn: Payoff Department
Dept. CH 9052
Palatine, IL 60055-9052

• **Non-USPS Overnight**

Green Tree
Attn: Payoff Department
5505 N. Cumberland Ave. #307
Chicago, IL 60656

Address, Phone, and Name Changes

Current address (if different from above)

Address City State Zip (incl. Address)

Attn: (if different from above)

Phone (include area code)

Current address (if different from above)

Address City State Zip (incl. Address)

Attn: (if different from above)

Phone (include area code)

Old Name (if different from above)

New Government Name

Current payee (if different from above)

Print name in full
Last, first, middle initial
Suffix (if any)

relationships that work

green tree

FACTS	What Does Green Tree Servicing LLC Do with Your Personal Information?																								
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.																								
What?	<p>The types of personal information we collect and share depend on the product or service you have with us and may include:</p> <ul style="list-style-type: none"> • <i>Identifying information</i> such as your name, address, social security number and other information on how to contact you. • <i>Financial information</i> such as your income, assets, credit worthiness and credit history, as well as employment status; information about your spouse or dependents; and/or certain demographic information. • <i>Transactional information</i> with us and our affiliates, such as account activity and loan terms; and information that is provided to us by third parties, including lenders that have transferred your loan or servicing rights to us, credit reporting agencies, individual reference services, public record databases and other recognized providers of non-public personal information. <p>When you close your account, we may continue to share information about you according to our policies.</p>																								
How?	All financial companies need to share customers' personal information to run their everyday business -- to process transactions, maintain customer accounts, and report to credit bureaus. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Green Tree chooses to share; and whether you can limit this sharing.																								
Reasons We Can Share Your Personal Information																									
	<table border="1"> <thead> <tr> <th></th><th>Does Green Tree Share?</th><th>Can You Limit this Sharing?</th></tr> </thead> <tbody> <tr> <td>For our everyday business purposes -- to process your transactions, maintain your account, and report to credit bureaus</td><td>Yes</td><td>No</td></tr> <tr> <td>For our marketing purposes -- to offer our products and services to you</td><td>Yes</td><td>No</td></tr> <tr> <td>For joint marketing with other financial companies</td><td>Yes</td><td>No</td></tr> <tr> <td>For our affiliates' everyday business purposes -- information about your transactions and experiences</td><td>Yes</td><td>No</td></tr> <tr> <td>For our affiliates' everyday business purposes -- information about your credit worthiness</td><td>Yes</td><td>Yes <small>(Check your choice, pt.3)</small></td></tr> <tr> <td>For our affiliates to market to you</td><td>Yes</td><td>Yes <small>(Check your choice, pt.3)</small></td></tr> <tr> <td>For non-affiliates to market to you</td><td>Yes</td><td>Yes <small>(Check your choice, pt.3)</small></td></tr> </tbody> </table>		Does Green Tree Share?	Can You Limit this Sharing?	For our everyday business purposes -- to process your transactions, maintain your account, and report to credit bureaus	Yes	No	For our marketing purposes -- to offer our products and services to you	Yes	No	For joint marketing with other financial companies	Yes	No	For our affiliates' everyday business purposes -- information about your transactions and experiences	Yes	No	For our affiliates' everyday business purposes -- information about your credit worthiness	Yes	Yes <small>(Check your choice, pt.3)</small>	For our affiliates to market to you	Yes	Yes <small>(Check your choice, pt.3)</small>	For non-affiliates to market to you	Yes	Yes <small>(Check your choice, pt.3)</small>
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For non-affiliates to market to you	Yes	Yes <small>(Check your choice, pt.3)</small>																							
Contact Us	<p>Call 1-800-643-0202 or go to www.gtsservicing.com</p> <p>Customer Service Hours: Monday - Friday 7 am to 8 pm CST Saturday - 7 am to 1 pm CST</p>																								

FACTS	What Does Green Tree Servicing LLC Do with Your Personal Information?
Sharing Practices	
How often does Green Tree notify you about their practices?	We must notify you about our sharing practices when you apply for a loan with us or soon after your loan is transferred to us and each year while you are a customer.
How does Green Tree protect my information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Green Tree is committed to the security and confidentiality of your non-public personal information. Our security practices include limiting access to this information to those employees and business associates with appropriate authority and for intended business purposes only.
How does Green Tree collect my personal information?	<p>We collect your personal information, for example, when:</p> <ul style="list-style-type: none"> • we contact you regarding your account • you apply for a loan or insurance • you make payments <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit sharing only for:</p> <ul style="list-style-type: none"> • Affiliates' everyday business purposes -- information about your credit worthiness • Affiliates to market to you • Non affiliates to market to you, however, please note: <p>State laws may give you additional rights to limit non-affiliate sharing. For residents of Alaska, California, Florida, Illinois, Maine, Maryland, North Dakota, Vermont: The information that you provide to us will not be shared with non-affiliated third parties, except as required or permitted by law, <u>unless</u> you check the applicable box at the bottom of this form.</p>
Definitions	
Everyday business purposes	<p>The actions necessary by financial companies to run their business and manage customer accounts, such as:</p> <ul style="list-style-type: none"> • <i>processing payments, transactions, mailing, and auditing services</i> • <i>providing information to credit bureaus</i> • <i>responding to court orders and legal investigations</i>
Affiliates	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <p>• Our affiliates include the following companies: Green Tree-AL, LLC; Green Tree Credit LLC; Green Tree Consumer Discount Company; Green Tree Loan Company; Green Tree Insurance Agency, Inc.; Green Tree Agency, Inc.; Green Tree Insurance Agency of Nevada, Inc.; Green Tree Insurance Agency Reinsurance Limited; Green Tree Investment Holdings III LLC; Green Tree Investment Holdings II LLC; Green Tree CL LLC; Green Tree HE/HI LLC; Green Tree MH LLC.</p>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <p>• Non-affiliates we share with can include providers of financial services or insurance, such as mortgage bankers or insurance companies and agents and non-financial companies such as retailers, direct marketers or contractors.</p>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <p>• Our joint marketing partners include providers of financial services or insurance, such as mortgage bankers or insurance companies and agents; and non-financial companies, such as retailers, direct marketers or contractors.</p>

FACTS	What Does Green Tree Servicing LLC Do with Your Personal Information?
If You Want to Limit Our Sharing	
Contact Us	<p>By mail: mark your choices below, fill in and send form to:</p> <p>Green Tree Servicing LLC Privacy Department PO Box 6172 Rapid City, SD 57709-6172</p> <p>You may also limit our sharing by calling us at 1-800-643-0202 (Customer Service Hours: Monday - Friday - 7 a.m. to 8 p.m., Saturdays - 7 a.m. to 1 p.m. CST).</p> <p>Unless we hear from you, we can begin sharing your information 30 days from the date this letter was mailed to you. However, you can write us at any time to limit our sharing. Although you may receive multiple copies of this notice over time, you only need to notify us once per account of your information sharing preference.</p>
<p>Check Your Choices</p> <p><i>Your choices will apply to everyone on your account.</i></p>	<p>Check any/all you want to limit: (see page 1).</p> <p><input type="checkbox"/> Do not share information about my credit worthiness with your affiliates for their everyday business purposes.</p> <p><input type="checkbox"/> Do not allow your affiliates to use my personal information to market to me.</p> <p><input type="checkbox"/> Do not share my personal information with non-affiliates to market their products and services to me.</p> <p><input type="checkbox"/> Residents of Alaska, California, Florida, Illinois, Maine, Maryland, North Dakota and Vermont: Please share my personal information with non-affiliated third parties. If unchecked, it will not be shared.</p> <p>Your Name: _____</p> <p>Your Address: _____</p> <p>Your Account: _____</p> <p>Additional Account Number, if applicable: _____</p> <p>Or the last four digits of your social security number: _____</p> <p>This form may be mailed to:</p> <p>Green Tree Servicing LLC Privacy Department PO Box 6172 Rapid City, SD 57709-6172</p>

Exhibit F

Green Tree Servicing LLC
800-643-0202
PO Box 7448
Fredericksburg, VA 22404

NEW YORK
LAND HOME

relationships that work
green tree

+ 0261148 000000754 096009 0061107

Krisber Castro
4 Hillside Dr
New City, NY 10956-2406

|||||

90 Day Notice

Date of Notice: 10/28/2009

Creditor: Green Tree Servicing LLC

Account No: [REDACTED]

Brief identification of credit transaction: Loan Secured by Real Property

YOU COULD LOSE YOUR HOME. PLEASE READ THE FOLLOWING NOTICE CAREFULLY.

As of 10/28/2009, your home is 73 days in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home. You can cure this default by making the payment of \$1,704.02 dollars by 01/29/2010.

If you are experiencing financial difficulty, you should know that there are several options available to you that may help you keep your home. At the end of this notice is a list of government approved housing counseling agencies in your area which provide free or very low-cost counseling. You should consider contacting one of these agencies immediately. These agencies specialize in helping homeowners who are facing financial difficulty. Housing counselors can help you assess your financial condition and work with us to explore the possibility of modifying your loan, establishing an easier payment plan for you, or even working out a period of loan forbearance. If you wish, you may also contact us directly at 800-643-0202 and ask to discuss possible options.

While we cannot assure that a mutually agreeable resolution is possible, we encourage you to take immediate steps to try to achieve a resolution. The longer you wait, the fewer options you may have.

If this matter is not resolved by 01/29/2010, we may commence legal action against you (or sooner if you cease to live in the dwelling as your primary residence.)

If you need further information, please call the New York State Banking Department's toll-free helpline at 1-877-BANK-NYS (1-877-226-5697) or visit the Department's website at <http://www.banking.state.ny.us>.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

• **EC2 (Amazon Elastic Compute Cloud)**

- [illegible]